



# GRANT AMENDMENT

Agency Tracking # 34530-44318	Edison ID 56825	Contract #	Amendment # 1		
Contractor Legal Entity Name Workforce Essentials, Inc.		Edison Vendor ID 83334			
Amendment Purpose & Effect(s) Reduce funding in contract					
Amendment Changes Contract End Date:		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
End Date:					
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ <16,654,485.88>					
Funding ---					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	\$475,000.00	\$1,425,000.00	\$0.00	\$0.00	\$1,900,000.00
2019	\$675,000.00	\$2,025,000.00	\$0.00	\$0.00	\$2,700,000.00
2020	\$121,484.42	\$364,453.28	\$0.00	\$0.00	\$485,937.70
2021	\$121,484.42	\$364,453.27	\$0.00	\$0.00	\$485,937.69
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$1,392,968.84</b>	<b>\$4,178,906.55</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,571,875.39</b>

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE

*Winfield Shiers*

Speed Code (optional)	Account Code (optional)
HS00000352	71304000

**AMENDMENT ONE  
OF GRANT CONTRACT 56825**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State," and Workforce Essentials, Inc., hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following new defined term is added to Section A.2:
  - hh. "IOP" shall mean Individual Opportunity Plan. The IOP is a family-centered, strengths-based individualized plan developed by the Grantee and Families First/TANF Client that focuses on the family's progress from a Two-Generation Approach throughout the case to ensure services are tailored to best address the family's strengths and needs. The plan acts as a bridge from the assessments to the actual delivery of services and supports. The plan addresses the four (4) components of the Two-Generation approach, which includes the Client's engagement in certain work/training activities for the purpose of ultimately gaining employment.
2. Grant Contract Section A.4. is deleted in its entirety and replaced with the following:
  - A.4. The Grantee shall engage each Client on a face-to-face basis, at least monthly, to discuss and assess the Client's and the family's progress in each of the four (4) Two-Generation components to identify successes, Barriers, and services to address Barriers.
    - a. If a Client is unable to attend his or her monthly face-to-face meeting due to work, school schedule, childcare, other personal or family emergencies, the Grantee shall make two (2) attempts to reschedule the appointment. Offer the Client alternative meeting times to accommodate their schedule and document all attempts made to meet with the Client.
    - b. If the Grantee is unable to reschedule the monthly face-to-face meeting, the Grantee shall:
      1. Document all attempts to schedule the meeting in the State's System of Record;
      2. Conduct the meeting via telephone and document reason(s) for conducting the meeting in this manner in the State's System of Record; and
      3. Document the progress of the Client and the family, any Barriers identified, resources offered to address the Barriers, and outcome(s) of the resource referral on the Client's IOP.
3. Grant Contract Section A.5. is deleted in its entirety and replaced with the following:
  - A.5. The Grantee shall deliver services specified in this Contract to FF Clients in the Tennessee one-stop service delivery system through one (1) of the following three (3) methods:
    - a. Assigning a program staff member to be physically present at the One-Stop Center;
    - b. Assigning a staff member from a different partner program to be physically present at the One-Stop Center appropriately trained to provide information to Clients about the programs, services, and activities available through partner programs; or

- c. Providing referral link to services through technology such as web portal, alert system, and/or electronical email along with a follow-up call, within two (2) business days, to enable One Stop Center staff to access enrollment and ensure Clients are connected to appropriate services.

4. Grant Contract Section A.6. is deleted in its entirety and replaced with the following:

A.6. The Grantee shall, in collaboration with the State, LWDAs, and other local mandated partners develop the Tennessee WIOA MOU for the service delivery model and operational budget of the One-Stop Service Delivery System based on proportionate use and/or relative benefits received.

- a. The State shall reimburse the Grantee for costs incurred by the Grantee based upon the mutually agreed upon allowable charges per the MOU and budget agreement thereto. The Grantee shall provide documentation to support the billing and reimbursement of cost to be invoiced separately each monthly.
  - 1. If the Grantee elects to have a physical presence in the One-Stop Center, the State will reimburse a percentage of the facility's cost for the program staff person based on the caseload size for that regional area at the initial onset or establishment of the MOU.
  - 2. In collaboration with the State and its partners, the Grantee will evaluate the relative needs each quarter thereafter as needed to increase or decrease the number of FTEs based on Client volume.
- b. The Grantee shall review the One-Stop operating budget with the State, LWDAs and other local mandatory partners, at least quarterly, in order to reconcile the budget against actual costs incurred and adjust the MOU and budget accordingly. This reconciliation shall ensure that the budget reflects a cost allocation methodology that demonstrates how costs are charged to the Grantee and each partner in proportion to the partner's use of the One-Stop Center and/or relative benefit received.
- c. The Grantee shall ensure that the MOU is updated to reflect any modifications to its service delivery method per Section A.5. and operating budget to support costs reimbursements. The Contract shall ensure that the State receives all MOUs and budgets and any subsequent revisions.

5. Grant Contract Section A.8. is deleted in its entirety and replaced with the following:

A.8. The Grantee shall ensure that the Client referred and assigned to its caseload is engaged in Core and/or Non-Core Work Component activities of at least thirty (30) hours per week in accordance with the state and federal guidelines specified in Exhibit One (1) of this Contract. An exception to the number of hours required for participation may be approved at the sole discretion of the State based on the circumstances of the individual Client.

- a. Twenty (20) of the total thirty (30) activity hours shall be in a Core Work Component activity, with the balance to include Core or Non-Core Work Component activity hours, or any combination thereof.
- b. Non-Core Work Component hours may count towards ten (10) hours of the required thirty (30) hours per week.

6. Grant Contract section A.11 is deleted in its entirety and replaced with the following:

A.11. If the Client fails to respond to the initial engagement letter for the scheduled appointment or did not attend the scheduled appointment, the Grantee shall:

- a. Attempt to reschedule the Client's appointment;
- b. Attempt to contact the Client on a weekly basis (at least two (2) attempts per week) on different days and at different times; but attempts to initially engage the Client should not exceed four (4) weeks;
- c. Partner with the assigned State's Client Representative or attempt to reach the Client's collateral contact for assistance in making contact with the Client;
- d. Document all contact attempts to schedule the Client (include the date and time of the contact attempt) within twenty-four (24) hours or less of the date of the actual attempt in the State's System of Record, end any open activity in the State's System of Record, and retain any written communication to the Client in the case file; and
- e. Refer the Client to the State for good cause determination and possible sanctions (e.g. termination, program suspension) if the Client fails to attend the initial scheduled or rescheduled appointment after the contact attempts.

7. Grant Contract Section A.14 is deleted in its entirety and replaced with the following:

A.14. The Grantee shall review the assessments and have an in-depth discussion with the Client about his or her results. The Grantee shall inform the Client of educational and/or employment opportunities based on his or her skills and interest and the LMI needs. The Grantee shall also identify and assign the Client's work activity components based on these Regional Areas and the Client's input.

The Grantee shall partner with the Client to complete the IOP, career assessment, Barriers assessment, and the assignment of his or her work activity components within fourteen (14) days from date of orientation. The Grantee shall update the IOP and Barriers every three (3) months thereafter.

8. Grant Contract Section A.15 is deleted in its entirety and replaced with the following:

A.15. The Grantee and the Client shall sign and date the IOP each time a change is made to the Client's IOP or Career Plan. A copy of the updated IOP or Career Plan shall be provided to the Client and maintained in the Client's case file. The Grantee shall document any subsequent revisions of the IOP in the State's System of Record within five (5) business days of such revision(s).

9. Grant Contract Section A.16 is deleted in its entirety and intentionally left blank.

10. Grant Contract Section A.17 is deleted in its entirety and replaced with the following:

A.17. Transportation and Support Services:

- a. The Grantee shall discuss transportation assistance, Support Services, and milestone incentive payments and policies with the Client during the initial orientation period and at other points of contact.

- b. The Grantee shall ensure that staff are knowledgeable of Support Services and engage local organizations to leverage community-based resources to supplement and reinforce the services to address the Barrier and support the Client and the family.
- c. The Grantee shall make transportation assistance and Support Services available to the Client to foster educational success, workforce readiness, and to support employment retention, if transportation Barrier(s) is identified.
- d. The Grantee shall document the provision of transportation assistance and/or Support Services to the Client in the State's System of Record and the Client's case file within five (5) business days.

The Grantee will provide transportation assistance and Support Services in accordance with the following table:

Type of Supports	Limitations	Additional Information Needed
<b>Vehicle Repair Services:</b> Replacement of parts such as starters, batteries, belts, brakes, tires, repairs after documentation of emissions test failure is provided, front windshield, and/or a rear bumper.	Maximum issuance \$1200/Client for this specific service within a twelve (12) calendar month period from the date of services.  Cost of repairs cannot exceed the total value of the vehicle. Cost of repairs must be limited to those that cause the vehicle to be inoperable to the driver.	Documentation needed to process the request: Client's car registration, valid driver's license, and proof of liability insurance (at a minimum, to verify that the Client owns the vehicle and it is insured prior to assistance).  Support Payments for vehicle repairs are to be made directly to the Vendor.
<b>Dental Services:</b> Tooth extractions, bridges (fixed or removable) only if they are less costly than partials or complete dentures, full and partial dentures; and/or amalgam restorations (i.e. crowns, fillings, etc.).	Maximum issuance \$1200/Client for this specific service within twelve (12) calendar month period from the date of services.	Verification that dental services are not covered by TennCare, Medicaid and/or other medical insurances.
<b>Optical Services:</b> Typical services may include glasses or contact lenses.	Maximum issuance \$400/Client for this specific service within twelve (12) calendar month period from the date of services.  No other available resources for payment such as civic clubs (i.e. Lion's Club Eye Bank).  Optical assistance shall be authorized when there is a new or change in prescription and/or if glasses or contact lens are lost or damaged.	Verification that optical services are not covered by TennCare, Medicaid and/or other medical insurances.
<b>*Additional Type of Supports:</b> Other services shall include without limitation: uniforms, interview clothing, specialized tools for training program, licenses and/or certification testing fees, vehicle repairs, medical services (i.e. hearing aid), and counseling to address Barriers to employment and/or educational goals.	No amount limitations. Based on actual cost of services rendered.	Verification that medical or counseling services are not covered by TennCare, Medicaid and/or other medical insurances.  Information from school/ employer listings needs to perform tasks/ assignments.

11. Grant Contract Section A.18 is deleted in its entirety and replaced with the following:
  - A.18. The Grantee shall provide the Client with transportation assistance for travel to and from the required activity. A lack of transportation should not be the reason the Client is unable to participate in their work activity component(s) and/or employment. The Grantee is not required to provide transportation assistance when the Client is not attending a required activity, is completing the activity hours from home, or does not provide the required documentation such as weekly activity or attendance logs, pay stubs, self-employment calendars, or job search logs to verify participation in a timely manner.
    - a. The Grantee shall determine the Client's need for Support Services and/or transportation assistance based on the Client's Barriers; not their work activity assignment, employment status, wages/earnings, and/or commuting distance.
    - b. The Grantee shall not require the Client to supply additional documentation other than those mentioned in section A.18 in order to be eligible for transportation assistance.
    - c. The Client's transportation assistance is based on weekly participation in their assigned activity. The Client shall not be denied transportation assistance due to partial participation as a result of illness, family emergency, etc.
    - d. The Grantee shall establish reasonable deadlines for the Client, to provide participation documentation to receive transportation assistance if there are extenuating circumstances, such as illness, family emergency, or work/school schedule conflicts with Grantee's hours of operation. This exception does not apply to those Clients that are in conciliation status.
12. Grant Contract Section A.19 is deleted in its entirety and replaced with the following:
  - A.19. The Grantee shall be liable for all Support Payments issued to the Client for transportation assistance when proof of participation is provided. The Grantee shall offer transportation assistance in the form of a check payable to the Client, bus cards, or gas cards based on the Client's preferred method of reimbursement. The Grantee may also utilize taxi and van services as forms of transportation for the Client, if needed. If cost exceeds the weekly assistance amount, the Grantee must seek State approval prior to utilization.
13. Grant Contract Section A.22 is deleted in its entirety and replaced with the following:
  - A.22. The Grantee shall not provide Support Payments for any dental, mental health and/or medical services covered by TennCare, Medicare, and/or other medical insurances. The Grantee shall work in collaboration with the State's Client Representative to confirm that there are no other available resources for payment or transitional services available to the Client prior to or after case closure.
14. Grant Contract Section A.24 is deleted in its entirety and replaced with the following:
  - A.24. Incentive Payments to Clients.
    - a. The Grantee shall issue Incentive Payments to the Client in the form of: a check payable to the Client, a Visa/Master card gift card, or a gift card to a supercenter or discount store (such as Walmart, Target, etc.) as set forth in the following table:

Types of Milestones	Verification Method	Incentive Amount
Clients who have received a GED or High School Equivalency Diploma within twelve (12) months of enrollment in an adult education program.	State System of Record –AEIPA, AEPAS, CLRC (case records), and official certificate with client's name and completion date. Milestone met while case is in open status (active). Client met this milestone while receiving services from the Grantee within the contract year.	\$300.00
Clients who have completed postsecondary program and received a certification/degree.	State System of Record –AEIPA, AEPAS, CLRC (case records), and official certificate/degree with Client's name and completion date. Milestone met while case is in open status (active). Client met this milestone while receiving services from the Grantee within the contract year.	\$400.00
Clients who have retained full-time employment (thirty (30) hours or more) with the same or new employer for twelve (12) months.	State System of Record –AEIPA, AEPAS, AEIEI/SE, CLRC (case records), EVF, Work number and/or current check stubs (employment over one (1) month). Client met this milestone while receiving services from the Grantee within the contract year.	\$450.00
Clients who have obtained employment and earned income (increase in wages or hours) that closes the FF/TANF case.	State System of Record –AEIPA, AEPAS, AEIEI/SE, CNHS, IQCH, CLRC (case records), EVF, Work number and/or current check stubs (employment over one (1) month). Client met this milestone while receiving services from the Grantee within the contract year. One-time Payment for FF/TANF Lifetime.	\$500.00

b. The State shall reimburse the Grantee for all allowable Incentive Payments made to the Client. The Grantee shall provide valid and current support documentation that the Client achieved the incentive milestone while receiving services from the Grantee within the contract year.

15. Grant Contract Section A.25 is deleted and replaced with the following:

A.25. The State shall issue milestone payments to the Grantee for assisting Clients transition off of the FF/TANF Program by specific milestones as set forth in the table below. The Grantee shall provide valid and current support documentation that the Client met the milestone while receiving services from the Grantee within the contract year.

Types of Incentives	Milestones	Incentive Amount
Clients who have completed postsecondary program and received a certification/degree.	Client meets this milestone while receiving services from the Grantee within the contract year. Provide written documentation to support activity and its completion.	\$600.00
Clients who have obtained employment and wage is \$14.79 per hour or above.	Client meets this milestone while receiving services from the Grantee within the contract year. Provide written documentation to support unsubsidized employment. Livable wage of \$14.79 per hour or above.	\$800.00
Clients who have obtained employment and earned income (increase in wages or hours) that closes the FF/TANF case.	Client meets this milestone while receiving services from the Grantee within the contract year. Provide documentation to support unsubsidized employment and proof of case	\$1000.00

	<p>closure and discontinue of FF/TANF benefits. Incentive provided after completion of the six (6) month work incentive payment program if the Client elects to participate. One-time Payment for FF/TANF Lifetime.</p>	
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16. Grant Contract Sections A.26.c through A.26.e are deleted and replaced with the following:

- c. The IOP, which contains the Two-Generation components described in Section A.3., is dated and signed by the Client and Grantee staff person and any amendments;
- d. Career Plan if the information is not reported in the Client's IOP;
- e. Document of the Client's current work activity assigned and planned hours for each activity such as an IOP, agency intake form;

17. The first paragraph of Grant Contract section A.33 is deleted and replaced with the following:

A.33. The Grantee shall review the Client's weekly activity or attendance log and any other documentation submitted by the Client to support actual hours of participation to verify the Client's participation hours in all assigned work activity components. These scheduled activity hours shall align with the information record on the Client's IOP and in the State's System of Record.

18. Grant Contract Section A.33.c.4 is deleted and replaced with the following:

4. The State shall not consider the Grantee's documentation to be complete if the Client's activity or attendance log and supporting documentation such as job search logs, school schedules, etc:
  - a. Does not contain signatures of the Client and Grantee's staff person;
  - b. Is missing any information on the entire log;
  - c. Have been altered or falsified; or
  - d. Work activity or required hours cannot be verified or validated by the Grantee.

19. Grant Contract Section A.34 is deleted and replaced with the following:

A.34. The Grantee shall enter the Client's weekly activity hours from their activity or attendance log and supporting documentation such as job search logs, school schedules, etc, after documentation has been verified by the Grantee, into the State's System of Record within five (5) business days from the end of the calendar week for activities from the previous week or as changes occur with the Client's work activity.

20. The first paragraph of Grant Contract Section A.36 is deleted and replaced with the following:

A.36. The Grantee shall meet in-person with the Client on a monthly basis, once the Client is assigned to a work activity component and begins his/her required weekly participation hours. During the monthly contacts, the Grantee shall assess Barriers of the Client and the family; provide or refer Client and/or the family to the appropriate community service or resource to address the Barrier; assess the Client's FF's program participation and compliance; and assess the Client's and family's progress against the IOP goals in accordance to the Two-Generation components.

21. Grant Contract Sections A.37.c through A.37.g are deleted and replaced with the following:
  - c. Make at least two (2) attempts to contact the Client by telephone. Each attempt made by the Grantee to contact the Client by telephone (during the consecutive five (5) day business period following the date of non-compliance), shall be attempted at different times. The Grantee shall contact the State CR for assistance in contacting the client if needed;
  - d. Document all attempts to engage the Client in State's System of Record and the Client's case file within twenty-four (24) hours or less of the date of the actual attempt;
  - e. Schedule the appointment no later than ten (10) days from the date of contact with the Client to reschedule the appointment;
  - f. Refer the case back to the State via email and notate in the State's System of Record for good cause determination if the Client does not attend the rescheduled appointment and has not contacted the Grantee by the end of the five (5) day period. Document that the case was referred back in the State's System of Record; and
  - g. Review the Client's case in the State's System of Record to ensure that the State's Client Representative has documented the outcome of the determination of the case for the requested closure or re-engagement as appropriate.
22. Grant Contract Section A.38 is deleted and replaced with the following:
  - A.38. The five (5) day conciliation process stated above will not apply if a Client is referred to the Grantee in order to cure their two (2) week of ten (10) day compliance. Once the sanctioned Client fails to show for their initial assessment or any subsequent appointments within the two (2) weeks, the Grantee shall immediately refer the Client back to State via email for case closure and document the request for case closure in the State's System of Record.
23. Grant Contract Section A.43 is deleted and replaced with the following:
  - A.43. The Grantee shall provide staff experienced in assisting and supporting FF Clients and/or low-income families increase their economic security and stability using a Two-Generation Approach. The Grantee shall create the following staff positions to work with referred Clients and families:
    - a. Program Director or Manager. The program director or manager is responsible for the accountability of program such as the fiscal and operational Regional Areas, delivery of services to support the Two-Generational Approach, addressing client complaints, internal quality assurance and monitoring processes, and compliance with performance outcomes in accordance to the Grant. The program director or manager shall also be responsible for developing and maintaining the staffing plan and to ensure that office spaces are adequate, visible, and accessible in accordance with Section A.7.a. to Clients and their families. The program director or manager shall also attend any Regional Area or State Office meetings upon request by the State or LWDAs.
    - b. Career Coach/Specialist. The career coach/specialist shall be responsible for Regional Areas such as assisting referred Clients and the family in developing educational and employment goals reflective of their skills, capabilities and interests; tracking the Client's and the family's progress towards achieving goals by creating and updating Career and/or IOP plans; documenting all activities and information in

the State's System of Record; and obtaining and maintaining the appropriate documentation related to orientation, attendance, absences, engagement efforts, work activity components, employment, and any other information to verify the Client's participation, program compliance or non-compliance, and receipt of supportive services.

- c. **Business/Job Developer.** The business/job developer shall be responsible for Regional Areas such as building professional relationships with the employer and leveraging those relationships to create a pipeline of career opportunities; conducting ongoing research and monitor the employers' needs within the Regional Area; working closely with the career coach/ specialist and Local Workforce Boards/American Job Centers staff to place the Client on a career path that is congruent with Tennessee employers' needs; and focusing on both the number and quality of placements with private, public, and non-profit organizations to promote and create employment opportunities in support of career pathways. The business/job developer shall request approval of placement sites from the State and provide the required information such as agency name, location, duties, etc.
- d. **Family Resource Specialist.** The family resource specialist shall work in collaboration with Grantee staff and community agencies to support Regional Areas with the facilitation of the Two-Generation Approach and its activities to strengthen the case management services; and connect the Client and its family to specific programs and customized services to support the achievement of the IOP and to address any needs and Barriers.

24. Grant Contract Section A.44 is deleted and replaced with the following:

**A.44. PMOs:**

In order to demonstrate the Client's and the family's success, the Grantee shall report specific Client data and performance outcomes to the State. The State shall establish performance outcomes based on the FF program requirements with an emphasis on the Two-Generation Approach components, such as education, economic support, health and well-being, social capital and quality employment to better evaluate if the Client is reaching self-sustaining outcomes for their families as a result of the services provided.

The Grantee shall submit the PMO report to the State on a quarterly basis by the last business day of the quarter in such form and substance as the State may direct in writing. At a minimum, PMO reports shall indicate the Grantee's compliance with the standards set forth below:

**a. Educational Success:**

1. Thirty percent (30%) of Clients are in an education or training program that leads to a recognized credential and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress toward that credential; and
2. Eighty percent (80%) of pre-school-aged children from twelve (12)months to less than five (5) years of age of Clients are engaged in quality early childhood experiences such as a childcare programs, early Head Start, Head Start, or enrichment programs to promote positive developmental growth and Kindergarten Readiness.

**b. Workforce Development and Economic Assets:**

1. Thirty percent (30%) of Clients referred unemployed or become unemployed shall obtain at least part-time employment within six (6) months from the date of orientation or from the date of lost employment;
2. Thirty percent (30%) of Clients enrolled in education, training, or on-the-job training obtained a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during program year (or during contract period); and
3. Fifty percent (50%) of employed Clients retained employment during the quarter of reporting.

25. Grant Contract Section A.45.c is deleted and replaced with the following:

- c. Transportation, Supportive Services, and Incentive Payment Report. The Grantee shall report information including but not be limited to:
  1. The type of transportation assistance given to the Client, which includes the amount spent on each transaction and dates of services;
  2. The type of support services expenditures used by the Grantee to assist the Client in purchasing (e.g. uniforms, specialty tools, optical wear, etc.); and
  3. The type of milestone incentive the Client achieved and the specific amount issued.

26. Grant Contract Section A.46 is deleted and replaced with the following:

- A.46. In the event the State advises the Grantee of a deficiency in its performance under this Contract, the Grantee shall submit a corrective action plan describing its strategies for complying within fourteen (14) business days following the Grantee's notification by the State. A corrective action plan is required for the following situations:
  - a. When the State's monitoring of the Grantee's compliance with any internal and/or external audit reviews result in observations and/or findings; or
  - b. When the Grantee fails to meet the PMO standards set forth in Section A.44 of this Grant Contract.

27. The following is added as Grant Contract Section A.49:

Work Incentive Payment Program

A.49. The work incentive payment will be available to an AU that becomes ineligible for FF due to an increase in earned income but continues to meet all other eligibility criteria. The AU may be eligible for up to six (6) months of the maximum grant allotment for all eligible AU members at the time of ineligibility. The work incentive payment is meant to bridge the fiscal cliff that many customers face when they exceed the income threshold for Families First cash assistance.

The Client must meet all of the following criteria to receive the work incentive payment:

- a. Become financially ineligible for FF due to an increase in the Client's earned income;
- b. Be working at least thirty (30) hours per weekly (thirty- five (35) hours per week for two-parent AUs not receiving federally funded child care; fifty-five (55) hours for two-parents receiving federally funded child care);
- c. Meet all other FF eligibility criteria at the time of financial ineligibility; and

d. Continue to meet all other FF eligibility criteria during the six (6) month work incentive pay period.

The Grantee shall monitor the Client's work activity engagement on a monthly basis during the work incentive payment, as well as provide supportive services if needed. If the FF Client is not in compliance during the work incentive payment period, the Grantee shall follow the conciliation procedures in Section A.37 prior to referring the case back to the State; however, the FF case will not be sanctioned.

If the Client is eligible for the incentive payment for obtaining employment and earned income (increase in wages or hours) closes the FF case, the Grantee shall issue the incentive payment to the Client one (1) month after the work incentive payment ends.

28. The following is added as Grant Contract Section A.50:

A.50 Geographical Scope in General; Direct Administration Option.

- a. Geographical Scope. Notwithstanding any other provision in this Grant Contract to the contrary, the Grantee shall only provide services under this Grant Contract in Lauderdale, Tipton, and Fayette Counties in Tennessee, and shall only be remunerated for services provided under this Grant Contract in said counties.
- b. Direct Administration Option. The State, at its sole discretion, may elect to directly administer the services contemplated in this Grant Contract in Fayette County. Upon the State's issuance of a written directive to the Grantee instructing the Grantee to cease providing services in Fayette County, the Grantee shall comply with the written directive no later than ten (10) days after its issuance, or such other time as the State may indicate in the directive itself. If the State exercises this right, the Grantee shall provide the State such assistance as the State may request, including but not limited to providing case files and other documents, whether in hard copy or digital format, to facilitate transfer of responsibility. Following the State's exercise of this right, the Grantee shall cease invoicing the State for services in Fayette County.
- c. Resumption of Grantee Services Option. If the State exercises the right described in Section A.50.b but later determines that it is in the best interests of the State for the Grantee to resume providing services in Fayette County, the State, at its sole discretion, may issue a written directive to the Grantee requesting the Grantee to resume services in Fayette County. No later than thirty (30) days after the issuance of the written directive, the Grantee shall comply with the written directive and resume providing services in Fayette County in accordance with the standards established in this Grant Contract.

29. Grant Contract Section C.1 is deleted and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed five million, five hundred seventy-one thousand, eight hundred seventy-five dollars and thirty-nine cents (\$5,571,875.39) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

30. Grant Contract Attachment A is deleted in its entirety and replaced with the new Attachment A, attached hereto.

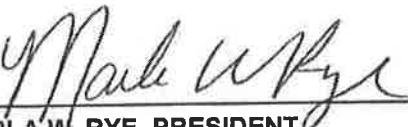
31. Grant Contract Exhibit 1 is deleted in its entirety and replaced with the new Exhibit 1, attached hereto.
32. Grant Contract Exhibit 2 is deleted in its entirety and replaced with the new Exhibit 2, attached hereto.

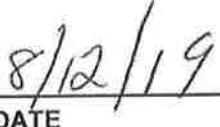
Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective August 15, 2019. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

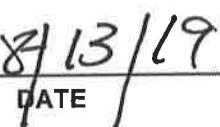
**WORKFORCE ESSENTIALS, INC.:**

  
\_\_\_\_\_  
MARLA W. RYE, PRESIDENT

  
\_\_\_\_\_  
DATE

**DEPARTMENT OF HUMAN SERVICES:**

  
\_\_\_\_\_  
DANIELLE BARNES, COMMISSIONER

  
\_\_\_\_\_  
DATE

## ATTACHMENT A

PAGE 1

GRANT BUDGET				
<b>Workforce Essentials, Inc. (Lauderdale, Tipton, and Fayette Counties of Region 9)</b>				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: January 1, 2018 END: December 31, 2020				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 , 2	Salaries and Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fees, Grant & Awards <sup>2</sup>	\$3,928,247.75	\$0.00	\$3,928,247.75
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 2	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$959,362.24	\$0.00	\$959,362.24
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$684,265.40	\$0.00	\$684,265.40
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$5,571,875.39</b>	<b>\$0.00</b>	<b>\$5,571,875.39</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy03.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**Attachment A**

Page 2

**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Reimbursement for per-client rate and milestone payments for activities in the geographical area described in Section A.50 of the Grant Contract during the term of the Grant Contract [January 1, 2018 through December 31, 2020]* \$200.00 Monthly Per-Client Rate and Milestone Payments not to exceed \$73,342.75 in the aggregate.	\$3,928,247.75
<b>TOTAL</b>	<b>\$3,928,247.75</b>

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Reimbursement for Support and Incentive Payments for activities in the geographical area described in Section A.50 of the Grant Contract during the term of the Grant Contract [January 1, 2018 through December 31, 2020] not to exceed \$1,956,308.91 in the aggregate.	\$959,362.24
<b>TOTAL</b>	<b>\$959,362.24</b>

**EXHIBIT 1**

Activity	Activity Description	Limitations/Special Rules	Activity Type
<b>Job Readiness Assistance and Job Search</b>	<p>Act of seeking or obtaining employment or the preparation of obtaining employment, which may include but is not limited to, life skills training, substance abuse treatment, mental health treatment, and/or rehabilitation activities. The purpose of these job related activities are to prepare the Client for employment so that he/she can be competitive and succeed in the labor market.</p>	<p>Limited to four (4) consecutive weeks and twelve (12) weeks total in a year. Assignments to the job readiness/job search can be made in conjunction with other program activities so that both the work activity requirement and the assigned hours of participation are met.</p>	Core
<b>Work Experience (WEX)</b>	<p>Unpaid work activity that allows the Client an opportunity to acquire the general skills, training, knowledge, and work experience necessary to obtain employment.</p> <p>WEX placements must lead to a bona fide position. The Client must be supervised at the WEX site. The Grantee shall develop and obtain a written agreement for each site. Each site must be pre-approved by the State before the placement of a Client.</p> <p>WEX agreements must be in a format approved by the State and shall include, but are not limited to: IOP for providing daily supervision by the site; Identify type of site submitted; Name of the Site Supervisor and Title; Site Name, Full Address, Phone number (area code), and County; Name of Position (i.e. Assistant Teacher, Clerical, etc.); Number of Position to be filled; Specific skills obtained/job duties to be taught in the placement; and Observed holiday leave policy and operational hours.</p>	<p>Placements shall not exceed a maximum of six (6) months for each Client referred.</p> <p>Deeming calculation hours shall be applied based on the federal Fair Labor Standards Act (FLSA) calculations. The deemed hours are calculated as follows: Families First TANF Benefit + SNAP Benefit/ Minimum Wage/4.3 = Number Of Deemed Hours.</p> <p>Deeming calculation for a two (2) parent household applies to the entire family and the hours may be split between the parents or one (1) parent may have all deemed hours count for his/her activity. Deeming hours must be documented on the Client's IOP and maintained in the case file.</p>	Core

<b>Community Service Programs (CS or CSP)</b>	<p>Unpaid work activity that the Client performs work for the direct benefit of the community under public or non-profit organizations. This activity is for the Client who needs to increase their employability by improving interpersonal skills, job retention skills, stress management, and job problem solving by learning to attain a balance between job and personal responsibilities.</p> <p>CSP placements must be a non-profit organization (501C-3) or public/ government institution. The Client must be supervised at the community service site. The Grantee shall develop and obtain a written agreement each site. Each site must be pre-approved by the State before the placement of a Client.</p> <p>CSP agreements must be in a format approved by the State and shall include, but are not limited to: how the placement provides direct benefit to the community; A copy of the agencies 501c3; Plan for providing daily supervision by the site; Identify type of site submitted; Name of the Site Supervisor and Title; Site Name, Full Address, Phone number (area code), and County; Name of Position (i.e. Assistant Teacher, Clerical, etc.); Number of Position to be filled; Specific skills obtained/job duties to be taught in the placement; and Observed holiday leave policy and operational hours.</p>	<p>Placements shall not exceed a maximum of three (3) months for each Client referred.</p> <p>Deeming calculation hours shall be applied based on the federal Fair Labor Standards Act (FLSA) calculations. The deemed hours are calculated as follows: Families First TANF Benefit + SNAP Benefit/ Minimum Wage/4.3 = Number Of Deemed Hours.</p> <p>Deeming calculation for a two (2) parent household applies to the entire family and the hours may be split between the parents or one (1) parent may have all deemed hours count for his/her activity.</p> <p>Deeming hours must be documented on the Client's IOP and maintained in the case file.</p>	Core
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<b>Vocational Educational Training</b>	Organized and/or accredited educational or vocational training programs directly related to the Client's preparation of employment in current or emerging occupations that require training other than a baccalaureate or advanced degree. Vocational educational training programs are limited to activities providing knowledge and skills to perform a specific trade, occupation, or other particular vocation.	Activity may be short or long term, but shall not exceed twelve (12) months within a lifetime.	Core
<b>Unsubsidized Employment</b>	The activity of being regularly scheduled to work for wages for a set number of hours each week. Full-time employment: working thirty (30) hours or more per week. Part-time employment: working less than thirty (30) hours per week.	Employed Clients whose employment hours meet or exceed thirty (30) hours per week meet all State and Federal guidelines and restrictions for the Client's activity hours per week.	Core
<b>Adult Education</b>	Formal educational program for adults who are over the age of seventeen (17) (unless granted an exception) lacking a high school diploma and no longer under compulsory attendance to public high school. Basic and remedial education and English as a Second Language may be included in this activity.	Maximum of ten (10) hours countable towards total hours of participation.	Non-Core
<b>Job Skills Training Directly Related To Employment</b>	<p>Job Skills training is defined as any activity that is reasonably linked to a client's employability and are typically short-term skills training programs (usually less than three (3) months) such as:</p> <ul style="list-style-type: none"> <li>• Office skills</li> <li>• Basic computer literacy</li> <li>• Drivers training</li> <li>• Clerical skills</li> <li>• Client service</li> <li>• Keyboarding</li> </ul> <p>Post-secondary education that leads to a bachelor's or advanced degree may count as job skills training, if it is directly related to employment. After twelve (12) months in Vocational Education, bachelor's degree or advanced degree programs, as well as two (2) year degree programs, may continue and be counted as a non-core activity if the Client is also participating in a core activity for at least twenty (20) hours.</p>	Maximum of ten (10) hours countable towards total hours of participation.	Non-Core

**EXHIBIT 2**



REGIONS	COUNTIES
<b>Northeast Tennessee</b>	Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, and Washington
<b>East Tennessee</b>	Anderson, Blunt, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union
<b>Southeast Tennessee</b>	Bledsoe, Bradley, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea, and Sequatchie
<b>Upper Cumberland Tennessee</b>	Cannon, Clay, Cumberland, Dekalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, and White
<b>Northern Middle Tennessee</b>	Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson
<b>Southern Middle Tennessee</b>	Bedford, Coffee, Franklin, Giles, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry, and Wayne
<b>Northwest Tennessee</b>	Benton, Carroll, Crockett, Dyer, Gibson, Henry, Lake, Obion, and Weakley
<b>Southwest Tennessee</b>	Chester, Decatur, Hardeman, Hardin, Haywood, Henderson, Madison, and McNairy
<b>Greater Memphis</b>	Fayette, Lauderdale, Shelby, and Tipton